

**AGREEMENT**  
**BETWEEN**  
**THE BOROUGH OF FORT LEE**  
**AND**  
**LOCAL 1N, IUJAT**  
**United Service Worker's Union**  
**(Blue Collar Unit)**

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**JANUARY 1, 2010 through December 31, 2012**

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## **PREAMBLE**

This Agreement, made this      day of                      , 2010, is by and between the Borough of Fort Lee, a municipal corporation of the State of New Jersey (hereinafter the "Borough"), and the United Service Worker's Union Local IN, IUJAT (hereinafter, "USW") on behalf of certain employees of the Borough more specifically described herein.

### **WITNESSETH:**

**WHEREAS**, the parties hereto desire to reach an amicable understanding with respect to the employer-employee relationship existing between the Borough and those employees represented by USW and to enter into a complete Agreement concerning the terms and conditions of employment for those employees;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

## **ARTICLE I**

### **RECOGNITION, FULL NEGOTIATION, TERM, SUCCESSOR NEGOTIATIONS**

#### **1.1 Unit Description**

The Borough recognizes USW as the exclusive representative for the purposes of collective negotiations for all annual salaried, permanently classified, non-supervisory, blue collar employees of the Borough holding the titles listed in Schedule A attached hereto together with any future

employees as described above of the Borough who may be hired into titles not included in Schedule A but which are within the class. [Such employees shall be considered the "bargaining unit".]

Excluded from the unit are managerial executives, supervisors, confidential and casual employees within the meaning of titles generally considered and accepted to be "blue-collar" titles (excluding department heads). New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq.

The term "employees" as used hereinafter shall refer to members of the above-described negotiations unit regardless of gender. This Agreement shall be deemed to be binding upon all members of the unit and upon the Borough.

#### 1.2 Fully Negotiated Agreement

This Agreement was negotiated by the Borough and USW. Each party was given an opportunity to consult with their own attorney before executing the Agreement.

J.S. Lee Cohen, Esquire was the attorney for the Borough and \_\_\_\_\_ was the attorney and/or chosen representative for USW.

#### 1.3 Term

This Agreement shall become effective as of January 1, 2010 and shall remain in full force and effect through December 31, 2012, except as otherwise may be set forth herein.

## ARTICLE II

### CONTINUED WORK OPERATIONS

2.1 The parties agree that there shall be no action by either of them in violation of any State or Federal law. There shall be no strikes of any kind, lockouts, walkouts, retarding of work, slow-down, or any stoppage of work by either party or any members or officers thereof during the term of this Agreement or pending negotiations a decision by arbitration, nor will either party or any members, representatives or officers thereof directly or indirectly aid, assist or be connected in any manner whatsoever with any of the aforesaid acts.

## ARTICLE III

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

#### 3.1 General reservation of rights

The USW recognizes that areas of responsibility are reserved to the Borough if the governing body of the Borough is to serve the public effectively. The Borough shall, at all times, subject to and consistent with the provisions of this Agreement and applicable State or Federal Law, have exclusive control of all matters relating to the right to manage the affairs of the Borough, the conduct of this business and operations, the direction of its working forces, the alteration of work week or schedules, the general management of its physical properties, the care and use of all its equipment, machinery and materials, the right to hire, direct and schedule employees and to transfer, discharge or suspend employees, and the unequivocal right to contract for goods and services. Before exercising these rights, the Borough agrees to give reasonable consideration to the job security of the employees in

the unit as one of the factors in reaching a decision. Nothing in this section shall be construed to deny any employee rights under Civil Service laws or regulations, or the New Jersey Employer-Employee Relations Act or regulations thereof.

3.2 Reservation Regarding Additional, Temporary, Non-Civil Service, Extra Duties

In addition to the foregoing general reservation of rights, USW specifically agrees and acknowledges that the Borough shall retain the exclusive right and sole discretion, from time-to-time, to create and assign non-Civil Service extra duties to any and all employees in the unit for a stated period. Said extra duty payments shall be added to the employee's base pay during the period of assignment and shall be negotiated with the USW.

ARTICLE IV

USW RIGHTS AND RESPONSIBILITIES

4.1 USW shall enjoy such rights and privileges as are accorded by the Agreement and by law.

4.2 Payroll Deduction

Payroll deductions for dues may be made upon the submission by the USW of notification by the employee authorizing the deduction of dues from pay. The Borough Treasurer shall forward dues to the USW at monthly intervals. Employees shall have the right to withdraw authority for deduction of dues in accordance with New Jersey statutes, but subject to paragraph 4.3 of this Article.

4.3 Representation Fee and Demand and Return System



(a) Any permanent employee in the negotiations unit on the effective date of this Agreement who does not/has not join(ed) the USW within thirty (30) days thereafter, any new permanent employee who does not/has not join(ed) within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not/has not join(ed) within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the USW by automatic payroll deduction pursuant to the provisions of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.5 et seq.

The representation fee shall be in the amount equal to eighty-five (85%) percent of the regular USW membership dues, fees and assessments. The USW's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the USW remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the USW and the employer.

(b) The USW's entitlement to the representation fee described above shall be contingent upon its maintaining an appropriate demand and return system for dues/fees collected under this Article in compliance with the requirements of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.5 et seq. USW further agrees to submit an annual compliance statement regarding its administration of the demand and return system to the Borough Treasurer.

#### 4.4 Representation Fee and Demand and Return System

The United Service Workers, ('USW") agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, process or expenses (including reasonable attorneys' fees) in any matter resulting from proper action taken by the Borough in reliance upon this Article.

### ARTICLE V

#### HEALTH RELATED BENEFITS

##### 5.1.1 Health Benefits

The Borough shall continue, for the term of this contract, to provide medical benefits as set forth in the executed Memorandum of Agreement attached hereto and made a part hereof.

Notwithstanding the foregoing provision, the Borough reserves the right to replace the above-referenced medical plan(s) with a different health benefits provider/carrier provided that any such change shall be subject to obtaining the same or equivalent medical benefits as currently provided.

##### 5.1.2 Prescription Benefits

The Borough shall provide a fifteen dollar (\$15.00) co-pay prescription plan as well as a five dollar (\$5.00) co-pay prescription play for generic prescriptions for such covered employees and his/her dependents.

## 5.2 Disability Benefits

The Borough shall provide a disability income plan at least the same or equivalent to the disability income plan presently offered. The disability income plan shall be provided either through the SHBP or through a private insurance plan, at the option of the Borough. The premium for such plan shall be paid by the Borough.

## 5.3 Dental Benefits

The Borough shall provide, at its own cost and expense, a dental insurance plan at least the same or equivalent to the plan presently provided by the Borough.

## 5.4 Medical Coverage after Retirement/Disability

Whenever an employee has served twenty-five (25) years or more with the New Jersey Public Employment Retirement System (hereinafter "PERS"), the Borough shall provide such employee (and his or her dependents) with medical coverage as described in Section 5.1 above. This is intended to include those employees who retired on disability pensions, to the extent said coverage is afforded under Chapter 88 of Public Law 1974.

The Borough reserves the right to obtain the same or equivalent medical coverage through a private carrier, but in no event shall the Borough be liable to an employee for reimbursement or payment of medical bills beyond the extent of coverage described in Section 5.1 above.

## ARTICLE VI

### JOB CLASSIFICATIONS AND PAY

#### 6.1 Job Classifications

Each employee shall be employed in a job classification approved by the New Jersey Department of Personnel (hereafter "DOP"). The foregoing job classification shall be the basis of compensation for all employees. The parties recognize that each particular employee's classification is subject to review, approval and/or modification by the DOP. Each employee holding classified positions as listed in Schedule A attached hereto shall receive compensation as set forth in Schedule A. Base pay is specific to the employee and is not base pay for the subject position.

If an employee is hired, promoted or hired into any blue collar title position whose classification has not been provided for in Schedule A, then the Borough shall, place said job classification in the grade level of the salary plan attached hereto as Schedules A-1 through A-8 (depending on year) which most closely reflects the relative difficulty of work and responsibility in said classification in relation to the other classifications of Schedule A and said positions shall be paid accordingly. Payment to such hired, promoted or transferred employees shall be consistent with the relative job classification.

Attached hereto are the following schedules:

A. Schedule A - Titles and Grades:

## 6.2 Work Out of Classification and Compensation

The temporary assignment or reassignment of an employee, without formal reclassification, to work in a capacity other than the duties of the position classification that employee holds, may be made by the Borough in accordance with the terms of this Agreement and relevant DOP regulations. Merit pay increases given to specific employees shall not apply to employees working out-of-class or reclassified into that title.

Upon temporary assignment or reassignment to a lower classification, the employee shall be compensated according to the employee's former position classification.

Upon temporary assignment or reassignment to a lower classification, the employee's compensation shall be determined as set forth below:

6.3 Compensation for Higher Classified Work if an employee performs the duties of a higher graded position, the employee will be compensated in accordance with the following schedule, which will be calculated on a Monday – Friday basis.

1. Less than four (4) hours a week – No additional compensation.
2. Four (4) plus to eight (8) hours a week – One (1) days pay at the higher graded position rate.
3. Eight (8) plus to sixteen hours a week – Two (2) days pay at the higher graded rate.
4. Sixteen plus to twenty hours a week – Three (3) days at the higher graded position rate.

Compensation for the performance of the duties of a higher graded position shall be at the same lettered step of Schedule A-1 through A-5 as the step at which the employee who is performing the work is located.

#### 6.4 Reclassifications

If an employee's position is reclassified by the New Jersey Department of Personnel, which reclassification is not a promotion and such reclassification does not entitle that employee to an additional wage increase, the employee's compensation shall neither be increased nor reduced however, the employee shall be considered to be at the step of his or her new classification's salary plan for the purposes of the following year's negotiated wages increase.

However, in the event that the salary of Step A of the new classification is higher than the employee's actual prior salary, he or she shall be given the salary of Step A of the new classification.

Any disagreement between the parties as to the entitlement of an employee to a salary increase because of a permanent reclassification described herein shall be subject to the grievance procedures of this Agreement. But merit increases received by individual employees are not included for reclassification purposes.

#### 6.5 Bi-Weekly Pay Periods

Salary payments shall be made on a bi-weekly basis to a maximum of 26 pay periods.

##### 6.5.1 New Employees

For purposes of this Agreement, "new employees" shall mean any employee hired after the execution of this Agreement.

##### 6.5.2 New Employee's Starting Salary

New employees shall be compensated at salaries as set forth on Schedule A, for their respective titles, as the Borough determines to be warranted by virtue of the new employee's skill and experience and such new employee shall not receive any increase in compensation during the calendar year in which they were employed, either as a merit increase or as an across-the-board increase unless the across-the-board increase results in Step A being more than the actual salary of the new employee for that year.

The starting salary for new employees shall be in accordance with the attached Schedule A-5, Schedule A-6, Schedule A-7, and/or Schedule A-8. These Schedules reflect the minimum starting salary for each grade. No new employee may be hired at a rate greater than the maximum for the grade as set forth in the applicable Schedule A. When the new employee is appointed the difference between the starting salary and the maximum for that grade shall be divided by six and the result shall be the amount of that employee's increment payable every eighteen months in accordance with section 6.8 of this Agreement. In addition, the new hire shall receive the negotiated wage increases.

The new employee shall reach the then existing maximum pay within the same time (10.5 years as presently structured.)

6.5.3 The foregoing provisions, and all other provisions of this Agreement affecting new employees, shall be effective upon the signing of this Agreement.

6.6 Promotions and Demotions

Within 10 days of making a promotion or demotion of a unit employee, the Borough will notify the USW in writing of the identity of the employee and job titles involved. If an employee is demoted, he or she shall receive a thirty (30) day notice of the demotion.

6.7 (DELETED)



#### 6.8 Salary Plan

The parties have heretofore established an 17 grade salary plan for all titles in the Fort Lee Blue Collar negotiating unit so that employees with satisfactory job performance may progress through annual merit increases or steps in the salary range for their respective job titles. The plan is attached hereto, marked Schedule A-1 through A-8 and made a part hereof.

The salary plan for new employees shall be set forth in Schedule A-5 through Schedule A-8 and made a part hereof and shall reflect the following:

#### 6.9 Salary Increases

- a. The parties agree to the following salary increases, which shall be across the board, for all Negotiations unit employees:
  - i. 1/1/2010 – 2% increase
  - ii. 1/1/2011 – 2% increase
  - iii. 1/1/2012 – 2% increase - 7/1/2012 – 1% increase
  - iv. For the period of 1/1/2010 – 12/31/2012:
    1. Employees will be provided with only the Direct Access Plan option for individuals, couples, and families (as applicable) as an employer paid health plan;
    2. The Traditional Plan will still be available, however, the extra cost difference between the Traditional Plan and the Direct Access Plan must be paid solely by the employees through payroll deduction;
    3. Eligible employees may opt-out of the Borough's Health Benefit Plan, in writing, during the enrollment period; eligible employees who choose to opt-out of the Borough's Health Benefit Plan, as set forth in this paragraph, will receive a one time payment equal to 25% of the Direct Access premium for individual coverage, calculated based upon the individual premium for the applicable year of coverage. Eligible employees who receive said payment may not receive additional payments following reenrollment in subsequent coverage years.

## ARTICLE VII

### LEAVE AND OTHER TIME OFF PROVISIONS

#### 7.1 Funeral Leave

##### (a) Immediate Family Member

In the event of the death of a member of the immediate family of an employee, and after notification to his/her Department Head, an employee shall be entitled to a funeral leave of the next three (3) working days, with pay, which leave shall be in addition to sick leave as set-forth hereinafter in this Agreement.

In the event of the death of the employee's immediate family member who resides 100 or more miles from the employee's residence, said employee shall be entitled to one (1) additional working day of leave.

"Immediate Family Member" is hereby defined as the employee's spouse, children, father, mother, father-in-law, mother-in-law, sister, brother, grandparents, grandparents-in-law, brother-in-law, and sister-in-law, and any relative of the employee or employee's spouse actually living in the employee's home.

(b) Death of Aunt or Uncle

In the event of the death of an employee's aunt or uncle, and in the event such relative was not, at the time of death then living in the employee's home, an employee shall, after notification to his/her Department Head, be entitled to a funeral leave of one (1) working day with pay, which leave shall be in addition to sick leave as set forth hereinafter in this Agreement.

7.2.1 Sick Leave

Unit employees are hereby granted the following sick leave, as hereinafter defined, with pay, in and for each calendar year:

1. From the date of hire through 12/31 of the initial year of hire, one (1) working day for every month of service;
2. Beginning with the first calendar year following the date of hire, 1.25 working days for each month of service.

If, after a minimum of four hours of the employees work day is completed, that employee becomes ill and is not able to complete his/her work day and notifies the Supervisor that he/she will be leaving the day on sick leave, then that employee shall be entered as a sick, unable to continue, and shall be assigned a sick day number and assessed a sick leave day.

If less than four hours of the employees work day has passed; and the employee leaves the day under the above described circumstances, then the employee shall be entered as a sick, unable to continue, as described above, but also shall be assigned one half a sick day number and assessed one half day of their accrued sick leave.

#### 7.2.2 Sick Leave Definition

Sick leave is hereby defined to mean absence from the post or duty of an employee for part of, or the entirety of, the employee's work day because of illness, accident, exposure to contagious disease, attendance upon a seriously ill member of the employee's immediate family, requiring the care or attendance of such employee.

Each individual instance of an employee leaving his/her work day pursuant to the above-described circumstances shall be classified as "Sick, Unable to Continue", regardless of the amount of time spent on the day, and shall be considered a single occasion in counting toward a classification of "occasions of sick" as described below. No exceptions to this will be made, as it is expected that an employee who leaves a shift reporting "Sick, Unable to Continue" will not return to duty until entirely fit to do so.

"Occasions of sick" is a designation which may result from an employee reporting any combination of "Sick" or "Sick, Unable to Continue", without appropriate medical documentation, on six (6) or more separate occasions within a twelve (12) month period. An "occasion" is any continuous period of sick time used by an employee, regardless of length. A twelve-month period begins with one "Sick" or "Sick, Unable to Continue" report within any month.

In the event the Borough requests verification of an "occasion of sick", the employee shall provide proof of payment of the co-pay to the Borough for reimbursement and payment of any overages. The employee shall submit all medical claims to the insurance carrier for payment.

Properly documented and maintained Worker's Compensation claims are specifically excluded from aggregate accumulation in determining "chronic sick" status.

### 7.2.3 Sick Leave Notice

Employees are responsible for notifying their Department Head within fifteen (15) minutes of his/her start time if they are to be absent due to illness, unless the length of the leave has previously been stated by the employee to the employer. Failure to follow the procedure for notification of absence could result in denial of sick leave for that absence and/or disciplinary action.

### 7.2.4 Verification

A certificate of a licensed physician in attendance shall be required as sufficient proof of need of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family, if said absence exceeds three (3) working days. In the case of any absence due to contagious disease, a certificate from the Department of Health shall be required in addition to the foregoing.

The employee shall be required to present evidence by a certificate of a treating physician, that he/she is unable to work, and the Borough may reasonably require the said employee to present such certificate from time to time. The Borough, at its option, may require the employee to be examined by a physician of the Borough's selection. In the event that the Borough's physician determines that the employee's disability is not work connected, or that the period of disability has ended, then the employee shall have time lost charged to his accumulated available sick leave or suffer a loss of pay, depending upon circumstances.

If there is a dispute as to the causal connection of the disability or as to the period of disability, then, and in that event, the burden shall be upon the employee to establish such period of

disability by obtaining a judgment in the Division of Worker's Compensation or by the final decision of the last reviewing court which shall be binding upon the parties.

#### 7.2.5 Sick Leave Accumulation

If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year without limitation and such employee shall be entitled to such accumulated sick leave days with pay and if and when needed, in which event the earliest accumulated sick leave days shall be deemed to be those first used.

#### 7.2.6 Non-Application of Sick Leave During Period of Disability

No employee who may be disabled, either through injury or illness, as a result of or arising from his or her respective employment, shall be required to utilize accumulated sick leave during such period of disability. During such period of disability the Borough shall pay to such employee his/her full salary for a period of time not to exceed one (1) year. In addition, employees on disability shall not accrue vacation, sick or any other leave time. The employee shall endorse over to the Borough all Worker's Compensation checks, regardless of date of receipt, received by the employee representing payments for temporary disability during the period that the Borough is making payments to the employee of the employee's full salary.

#### 7.2.7 Sick Leave Upon Separation from Service

If an employee voluntarily resigns or retires or dies any time after completing five (5) years of service with the Borough, said employee or the employee's estate shall receive, in addition to any other terminal pay as provided in this Agreement, a payment equal to one-half of said

employee's accumulated unused sick leave days calculated at the rate of said employee's base daily compensation at the time of voluntary resignation or retirement or death times, multiplied by the number of unused sick days the employee has accumulated; provided, however, that:

1. Said payment shall in no event exceed 120 days of compensation (one-half of a maximum of 240 allowable accumulated sick leave days). Employees hired after January 1, 2006 shall not receive payment in excess of \$17,500.00 (\$15,000.00 for employees hired on or after May 21, 2010); and

#### 7.2.8 Sick Leave Cash-Out

Employees may exercise the option, on an annual basis, to cash-out up to 15 sick days each November 1 at 80% of the current sick day value. Unit employees may exercise the option and request a transfer of any sick time cash out monies into the current "Valic" investment fund.

#### 7.2.9 Donated Sick Leave

##### (a) Eligibility

All unit employees shall be eligible to donate and/or receive donated sick leave. To qualify for receipt of donated sick leave the employee shall demonstrate that he/she:

1. Is suffering from a catastrophic health condition or injury, which may, at the Borough's option, be subject to certification by the Borough physician, which is expected to require a prolonged absence from work by the employee;

2. Is needed to provide care to the member of the employee's immediate family who is suffering from a catastrophic health condition or injury, which may, at the Borough's option be subject to certification by the Borough physician; and,

3. Has exhausted all accrued sick and other leave. An employee may request that the Borough approve his/her participation in the program, as a leave recipient or leave donor. The employee's supervisor shall forward such requests on behalf of the employee for his/her participation in the program to the Borough Administrator.

The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the Borough medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from the serious health condition or injury. The Borough's physician, however, may also examine the patient and/or records to make a recommendation to the Borough Administrator regarding the veracity of the claimed disability. Employee participation in the donated leave program is subject to the Borough Administrator's final approval.



(b) Solicitation of leave donations

Upon Borough approval designating an employee as a leave recipient, the Borough shall, with the employee's consent, post or circulate the employee's name soliciting the donation of leave time, and shall provide notice to all negotiations representatives of the Borough. If the employee is unable, due to disability, to consent to the posting, the employee's immediate family may consent on his/her behalf.

(c) Administration of donations

1. A leave recipient shall receive, pursuant to this Article, no more than 180 sick days in his/her working career with the Borough, and shall not receive any such days on a retroactive basis.

2. Leave donations shall be made in units of whole sick days. Fractions of sick days shall not be allowed. Employees donating leave time may not donate more than ten (10) such days.

3. A leave donor shall have remaining at least 10 days of accrued sick leave if donating sick leave.

4. A leave donor may not revoke a leave donation.

5. If a leave donor is not in the same department as the leave recipient, appropriate arrangements shall be made between the departments to verify donor eligibility and adjustments of leave records. However, the posting requirement set forth above is limited to the recipients appointing authority.

6. Any unused donated sick leave shall be returned by the recipient to the leave donor and the leave records shall be re-adjusted for each accordingly.

7. Upon retirement, leave recipients shall not be granted supplemental compensation for any unused sick days which he/she had received through the donated leave program.

8. Despite receipt of donated sick leave, all sick leave so received and the recipients own sick leave balance, shall be counted against time that may be due under State or Federal Family Medical Leave laws.

9. A leave recipient shall not accrue or earn vacation, sick, personal, or holiday leave, compensatory time off, or any other time off while utilizing donated sick leave pursuant to the Donated Sick Leave Program set forth in this Agreement.

10. All employees participating in the Donated Sick Leave Program shall execute the Borough's prescribed Application forms.

## DESCRIPTIONS

### Neonatal Complications:

Spina Bifida  
Premature Delivery  
Broncho pulmonary Dysplasia  
Cystic Fibrosis  
Congenital Anomaly

### Stroke/Cerebrovascular Accident

### Cardiac Arrest/Heart Surgery

### Terminal Cancer

### Muscular/Neurological Disorders:

Muscular Dystrophy  
Multiple Sclerosis  
Anyothrophich Lateral Sclerosis  
Paralysis  
Polio  
Cerebral Palsy

### AIDS/HIV+ and Complications

### Major Head Trauma/Traumatic Brain Injury:

Head Injury  
Skull Fracture  
Coma

### Spinal Cord Injury

### Limb Amputation with Complications

### Third Degree Burns

### Other:

More than 14 day Hospital Stay  
And Other Cases based on Need and  
Medical Circumstances.

### 7.3 Personal Leave

Unit employees shall be entitled to four (4) personal leave days with pay. Unused personal leave days may not be accumulated from year to year. An employee shall not be required to give any reasons or explanation for the taking of a personal leave day with pay as allowed herein.

The employee seeking to utilize personal leave shall, however, be required to give reasonable notice, under the circumstances, and the Borough may disapprove selection of a particular day or days in the event that as many as five (5) employees in the department have previously requested the same day, or for any other reason which would seriously affect the operation of the Borough.

In the event that a personal day or days requested by an employee in any calendar year has been denied, the employee's right to take such personal day or days shall carry over to March 31<sup>st</sup> of the succeeding year only.

### 7.4 Family Leave

An employee on leave under this provision shall not work full or part-time for another employer, unless he or she was so employed prior to the commencement of family leave.

An employee who desires to take a leave of absence pursuant to Family Leave provisions of this Article shall set forth his/her request in writing to the Borough Administrator.

Once the Borough Administrator determines that the leave requested qualifies as family leave, the employee will be notified that the leave, if approved, will count against the employee's statutory family leave entitlement and shall run concurrently with the use of any other accumulated leave benefits available pursuant to the terms of the Agreement. Concomitantly, employees on any type of Family leave shall not accumulate vacation, sick or any other leave under this Agreement.

## 7.5 Vacations

### 7.5.1 Number of vacation days

#### (a) Vacation schedule

Each employee shall receive a paid vacation in accordance with the following schedule, except that accumulated vacation time may not exceed that earned over two (2) years:

1. From the date of hiring through December 31 of the year of hire - 1 day for each month of employment;
2. From January 1 of the first full calendar year after date of hire through December 31 of the fourth full calendar year after date of hire - 12 days;
3. From January 1 of the fifth full year after date of hire through December 31 of the ninth full calendar year after date of hire - 15 days;
4. From January 1 of the tenth full calendar year after date of hire through December 31 of the fourteenth full calendar year after date of hire - 20 days;
5. From January 1 of the fifteenth full year after date of hire and thereafter - 25 days.

#### (b) Seniority in vacation scheduling

Vacation schedules shall be posted by department heads in April of each year, taking into consideration the expressed preferences of individual employees, as well as the operating needs of the department. In the event of a conflict among employees regarding the scheduling of vacations, seniority, as determined by the regulations of the New Jersey Department of Personnel, shall be determinative.

#### 7.5.2 Vacation Days Upon Separation from Service

In the event an employee resigns, retires or dies during a calendar year, his or her vacation shall be proportionately adjusted, with vacation pay awarded to the employee or in the case of negative vacation, be paid to the Borough by the employee.

#### 7.6.1 Holidays

A day off with pay shall be granted to each employee on the following days:

New Years Day	Martin Luther King's Birthday	President's Day
Good Friday	Memorial Day	Independence Day
Labor Day	Columbus Day	Election Day
Veteran's Day	Thanksgiving Day	Friday after Thanksgiving
Christmas Day		

7.6.2 If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if it falls on a Sunday, it shall be observed on the succeeding Monday. No holiday leave shall be accumulated beyond the next calendar year.

7.6.3 If, as part of the regular shift, an employee is required to work on a holiday, the employee shall receive another day off at the employee's option on which to celebrate the holiday, provided that the employee's department head approves, which approval shall not be unreasonably

withheld. The day off under this section shall be in lieu of any holiday pay provided in other provisions of this Agreement.

**7.6.4 Communication Operator's and Fire and Ambulance Dispatcher's Holidays**

Communications Operators and Fire and Ambulance Dispatcher(s) shall receive holiday compensation as follows for all unused holidays as per past practice. Fourteen (14) working days pay at straight time rates shall be paid as follows: twelve (12) days pay of the balance of such unused holiday shall be paid in the first paycheck in December and two (2) days pay shall be paid in the first pay check of January of the following year (if available). The Communications Operators and Fire and Ambulance Dispatchers(s) shall work their regularly assigned schedules regardless of the holiday designation.

**7.7 Compensatory Time Buy-Out**

In any year during the term of this Agreement unit employees may exercise the option voluntarily by employee choice, to buy-out up to one hundred (100) hours accumulated compensatory time at 50% of their current hourly rate of pay.

Employee requests for buy-outs under provision shall be made by November 1 of each year for pay-out by December 15 of that year.

**7.8 Seniority Resolution of Time Off Requests**

In the event of a conflict among employees regarding the scheduling of any time off requests under this Article, seniority in the permanent Civil Service title shall be determinative.

**7.9 [Intentionally left blank]**

7.10. Military Leave

See Employee Handbook

**ARTICLE VIII**

**TERMINAL LEAVE PAYMENTS**

8.1 In addition to any payment made pursuant to other sections of this Agreement, the following terminal leave payment shall be made upon the voluntary resignation or retirement or death of any employee with ten (10) years or more of service as follows:

1. Employees with not less than ten (10) nor more than fifteen (15) years of service -- one-fourth (1/4) of the annual base compensation at time of termination;
2. Employees with more than fifteen (15) years of service -- one-third (1/3) of the annual base compensation at time of termination.

8.2 Employees on "terminal leave" shall not continue to earn any accumulative benefits nor be entitled to holidays, sick days, or vacation time off.

8.3 This Article shall not apply to those employees hired after the execution of the 2006-2009 collective agreement.



## ARTICLE IX

### LIFE INSURANCE

9.1 The Borough shall provide and maintain, at its own cost and expense, life insurance with any insurance company licensed to do business in the State of New Jersey in the amount of Ten Thousand (\$10,000) Dollars for each employee in the Borough's service, with an accidental benefit in the face amount of said policy. Said insurance shall provide for the payment, in the event of the employee's death for any cause or reason, of said sum to the beneficiary designated by said employee.

Upon reaching age 65 of any active employee, said insurance shall be reduced to the amount of Six Thousand Five Hundred (\$6,500.00) Dollars for each such employee.

Employees who retire from the Borough, who are eligible for retirement under the Public Employee Retirement System, with ten (10) or more years of employment with the Borough of Fort Lee, the Borough will continue life insurance coverage (or may self-insure) in the amount of ten thousand (\$10,000.00) dollars.

9.2 Except for regular retirement, such insurance shall terminate upon the employee's termination of employment with the Borough except that the employee shall be permitted to continue such insurance if the employee pays the premium.

9.3 If any employee covered by this Agreement is also serving as a volunteer fireman, the Borough shall provide a separate life insurance for said employee at the same coverage as is provided for volunteer firemen generally, in addition to the insurance to be provided herein, with the exception that this additional life insurance will not be provided after the retirement of the employee.

9.4 If permitted by the insurance company, employees shall be given the option of increasing the amount of life insurance set forth above, provided, however, that any increase in premium attributable to any such increase in coverage shall be paid by the employee.

9.5 Claims for payment under the said life insurance policy must be made within one year of the date of death of the employee or the claim shall be considered as being waived.

## **ARTICLE X**

### **SHOP STEWARDS**

10.1 No more than four (4) shop stewards shall be elected by the employees. In the event that more than one (1) shop steward is elected, each shop steward shall represent a different department in the Borough.

10.2 The USW shall notify the Borough in writing within five (5) days of the election of the names of the shop stewards who have been so elected to represent the said employees.

10.3 One duly-elected shop steward of the USW, to be selected by the USW, shall be given time off with pay to attend scheduled grievance meetings and hearings relating to a grievance by an employee, if such meetings and hearings are scheduled during the shop steward's working hours.

10.4 Two duly-elected shop stewards of the USW shall be limited to one instance per year of time off with pay to attend meetings of associations or organizations, which meeting relates to the responsibility or concerns of the shop steward, if such meeting occurs during a time that the shop steward's scheduled to work. A duly-elected shop steward shall give his or her department head five (5) days notice of such a meeting and the general subject of the meeting. Attendance at such

meetings shall not unreasonably interfere, in the discretion of the department head, with the operations of the Borough, or the department in which the shop stewards works.

10.5 The USW and shop stewards shall not call any employee away from his or her work station if it interferes with the operations of the Borough.

## ARTICLE XI

### GRIEVANCE PROCEDURE

11.1 Any disagreement arising out of the interpretation or application of this Agreement, except any disagreement relating to a disciplinary measure taken by the Borough which is appealable to the New Jersey Department of Personnel under New Jersey Department of Personnel rules and regulations, may be deemed a grievance which shall be resolved and determined according to the following procedure:

STEP 1: The employee and/or the USW shall, within ten (10) days after either the occurrence of the event or acts which gave rise to a grievance, or the date on which the employee knew or should have known of such event or acts, orally discuss the matter with the supervisor of his or her department with the objective of resolving the matter informally. The supervisor of his or her department shall, within three (3) days thereafter, communicate, orally or in writing, his or her decision on the grievance of the employee. If the decision is unsatisfactory to the employee or to the USW, or, if the supervisor fails to communicate his or her decision within the said three (3) days, the employee or the USW may proceed to Step 2 of this grievance procedure.

STEP 2: Within three (3) days after the denial or failure of relief under Step 1, the employee or the USW may appeal the supervisor's decision to the Borough Administrator. Such appeal shall be in writing and shall set forth the specific nature of the grievance, the facts relating thereto, each specific issue of the supervisor's decision with which the employee or the USW disagrees and the action requested by the Administrator. Within five (5) days after the appeal has been filed with the Administrator, the same shall be orally discussed between the Administrator, the shop steward of the USW, the employee, and the employee's supervisor. Thereafter, the Administrator shall communicate his/her decision, in writing to the shop steward, the USW, the employee and his/her supervisor within six (6) days after the conclusion of such oral discussion. In the event the decision is unsatisfactory to the employee or to the USW, or is not rendered within the time prescribed, either the employee or the USW shall have the right to proceed to Step 3 of this grievance procedure.

STEP 3: Failing settlement at Step 2, the USW shall, if either intends to appeal, within five (5) days after receipt of the written decision of the Borough Administrator, inform the Borough in writing, delivered to the Municipal Clerk, of their intention to arbitrate the dispute and the matter shall be arbitrated in accordance with Sections 11.5 and 11.6 of the Article.

11.2 An employee may, if he/she so desires, have the shop steward or a representative of the USW who is not an employee of the Borough present at any discussion in any Step of the personal grievance procedure specified in Section 11.1.

11.3 All steps in this procedure shall be followed and the time limits shall be considered as maximum periods and shall be adhered to unless the parties mutually agree in writing to extend such

limits. Saturdays and Sundays, or days scheduled off in lieu thereof, and holidays as defined in the Agreement shall not be considered and counted in establishing the time limitations.

11.4 In the event an appeal is not timely filed in writing pursuant to the terms of Steps 2 or 3, the decision at the prior Step shall be final and the matter shall be considered closed.

11.5 Any grievance which cannot be settled through the procedure established in Sections 11.1 through 11.4 of this Article shall be settled by arbitration. An arbitrated case shall be heard and decided by an arbitrator mutually agreeable to the parties. The decision of the arbitrator shall be final and binding on the parties and the arbitrator's fees and expenses shall be born equally by the Borough and the Appellant. If the parties cannot agree upon an arbitrator, PERC shall be utilized.

11.6 The arbitrator shall have no power to add to, subtract from or alter, amend or modify any of the terms and provisions of this Agreement or of any written agreement made supplementary hereto.

11.7 If the nature of the employee's grievance is disciplinary and such that it is cognizable before both an arbitrator as set forth above and the New Jersey Department of Personnel or PERC, the employee shall be required to elect which forum he or she wants to have the grievance heard before and such election shall be final. The purpose of this provision is to prevent an employee from receiving an adverse decision either from an arbitrator or from the New Jersey Department of Personnel or PERC and then filing a claim before the other agency based upon the same factual circumstances.

11.8 The parties agree and acknowledge that the foregoing grievance procedure is self-executing. The failure of any Borough agent to act within any time-frame set forth in the procedure

does not and shall not preclude the grievant/USW from moving the matter to the next step of the procedure. The failure of any Borough agent to act within any time-frame set forth in the procedure does not and shall not constitute a violation of this Agreement nor shall it constitute an unfair labor practice within the definition of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.4.

## ARTICLE XII

### MATERNITY LEAVE

12.1 Maternity leave, without pay and without loss of seniority and other employee rights, shall be granted by the Borough upon written request by a pregnant employee, for up to six (6) months. An additional six (6) month period may be granted within the Borough' discretion.

## ARTICLE XIII

### FAMILY LEAVE

13.1 Full-time employees, who have been employed by the Borough for at least twelve (12) months with at least 1,000 base hours of work during the immediately preceding twelve (12) month period, shall be entitled to family leave without pay for up to twelve (12) weeks under Federal and State law. Employees requesting leave shall utilize the same procedures outlined for leaves of absence without pay. The Borough of Fort Lee Employee Handbook is hereby incorporated by reference in this Agreement.

## ARTICLE XIV

### WORK AND OVERTIME

14.1 The regularly schedule work week shall be a total of forty (40) hours per week.

14.2 In the event that an employee is requested to work in excess of eight (8) hours in any given day, after the first two hours in excess thereof, the employee shall be entitled to a one-half hour paid meal period; thereafter, the employee shall be entitled to additional one-half hour paid meal

periods at the completion of each additional four (4) hours of work. The Borough shall not be required to supply or pay for any food or beverage consumed by the employee during these meal periods.

14.3 For employees in the Department of Public Works, Parks Recycling, Communication Repair and General Services, Public Buildings the regularly scheduled work week shall consist of a total of forty (40) hours per week, Monday through Friday, and shall commence at 7:00 a.m. and end at 3:30 p.m.

14.4 In order to meet the demands of work, employees may be required to work, in excess of the hours of work designated as the normal work week for their class title. Any employee who is authorized to work beyond the normal work week for his class title shall be compensated in the manner prescribed by the following overtime provisions:

(a) Each hour actually worked in excess of forty (40) hours during any work week, and each hour worked on Saturday or a holiday, shall be paid at the rate of time and one-half of the employee's regular rate. Each hour actually worked on Sunday shall be paid at the rate of double time the employee's regular rate. Each hour actually worked on a holiday shall be paid at the rate of time and one-half of the employee's regular rate, and this shall be in addition to the holiday pay for the holiday. Except as to the requirement for the payment of time and one-half the employee's regular rate, when an employee works in excess of forty (40) hours in any work week the provisions of this paragraph shall not apply to the Chief Fire and Ambulance Dispatchers, Fire and Ambulance Dispatchers, Police Radio Dispatchers, and Communications Operators, or to any employee whose regular schedule provides for work on a Saturday, Sunday or holiday.



(b) If an employee, after having completed a regular tour of duty, is "called back" to duty, the employee shall receive as compensation for such additional services either (1) an amount equal to the number of hours actually worked on the "call back" multiplied by time and one-half the normal rate of pay, or (2) an amount equal to four (4) hours multiplied by the normal rate of pay, whichever is higher.

(c) An employee may take compensation for overtime either in payment or compensatory time off ("CTO") time at the option of the employee.

(d) When possible, overtime shall normally be distributed by seniority within classification; however, this refers only to persons being "called in" for overtime, and not for work contiguous to the regular shift. For example, seniority will generally be used for emergencies, work on days off, and on weekends. The Borough retains the right to utilize employees who have special skills, if necessary, regardless of seniority.

## **ARTICLE XV**

### **PERSONNEL FILES**

15.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Borough Administrator or a designee, and may be used for evaluation purposes by the governing body.

15.2 Upon advance notice and at reasonable times, during regular business hours, any member may review the personnel file relating to them. However, this appointment for review must be made through the designated representative of the Borough.

15.3 An employee shall be given the opportunity to rebut any adverse file material if desired, and shall be permitted to place said rebuttal in the file. Nothing placed in a file shall be removed therefrom. Removal of any material from a personnel file by any member shall subject the member to appropriate disciplinary action.

15.4 Each employee shall be supplied with a written certification from the employer, during the month of December of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the employee.

## **ARTICLE XVI**

### **BULLETIN BOARD**

16.1 The Borough shall provide a bulletin board in a place convenient to the unit employees for the exclusive use of the USW for the posting of USW notices.

## **ARTICLE XVII**

### **SEPARABILITY AND SAVINGS AND NO WAIVER**

17.1 If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any court, administrative body or other tribunal of competent jurisdiction, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

17.2 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

## **ARTICLE XVIII**

### **COMMUNICATIONS DEPARTMENT**

18.1 The work schedule, attached hereto as Exhibit \_\_\_\_, consisting of \_\_\_\_ pages, shall be the official schedule covering the working hours of Public Safety Telecommunicators (formally described as "Chief Fire and Ambulance Dispatchers", "Police Radio Dispatchers" and "Communications Operators") subject to the right of the Borough to make changes in the said schedule to optimize employee performance.

18.2 Said Public Safety Telecommunicators shall have the right to arrange for the switching of shifts among themselves subject to prior reasonable notification to the Supervisor designated by the Borough, and subject to prior approval by the said Supervisor, which approval, however shall not be unreasonably withheld.

18.3 It is recognized that a schedule of time off for vacations, holidays and personal days in this department must be based upon consideration both of the staffing of the Communications Center post and the needs and desires of the employees. Therefore, the Supervisor, designated by the Borough, shall prepare a schedule based upon seniority and with the objective of minimizing time or days when more than one operator is on vacation, holiday or personal leave. It is recognized that the past practice in the Department has been for the employee to notify the said supervisor no less than forty-eight (48) hours prior to the date requested for the observance of a holiday or personal day off. It is also recognized that the past practice has been to notify the said Supervisor at least two (2) hours prior to the commencement of the employee's shift in the event that he is sick.

18.4 Employees shall be paid for any working time required to be spent by them on National Guard or reserve duty service, as required by State or Federal law.

18.5 The Borough shall provide whatever uniforms it requires the employees to wear and shall replace them when necessary.

18.6 All other benefits agreed to be provided to the other blue collar workers pursuant to the terms of this Agreement shall also be provided to the Chief Fire and Ambulance Dispatchers, Fire and Ambulance Dispatchers, Police Radio Dispatchers, and Communications Operators.

18.7 At any time that there is an open shift due to vacation, holiday, personal or military leave, or sickness, the overtime will be given out in the following manner:

(a) The floating Dispatcher, if there is one scheduled, will automatically be switched into the open shift.

(b) If there is no floating Dispatcher available, then the off duty Dispatcher according to seniority will be called.

(c) If all off duty Dispatchers decline to work, then the remaining Dispatchers will be called according to seniority.

(d) If all the remaining Dispatchers decline to work, then, and only then, may the Communications Supervisor designate an individual to cover the shift or shifts that are open. In the event of an emergency where a shift is vacant or unattended, the on duty employee shall remain on shift for a minimum of four (4) hours overtime and the next duty shift employee shall be required to start work four (4) hours earlier than usual, provided, however, that the Supervisor designated by the Borough has followed the procedure as set forth in Nos. (a) through (d), above, and has contacted all other Dispatchers according to the seniority rotation lists set forth in paragraph (e), below, to offer them the opportunity of working the open shift.

(e) The Supervisor designated by the Borough shall keep a running log of which senior Dispatcher was called the last time and this will be rotated accordingly so as to distribute the overtime evenly. The said Supervisor will notify all Dispatchers in writing when there is an opportunity to work overtime due to a lengthy amount of shifts open caused by vacations, holidays, personal or military leave, or sickness. The said Supervisor will put in writing all requests for vacation in advance so as to eliminate the chance of numerous Dispatchers requesting the same time off. To assist in scheduling, all Dispatchers will submit to said Supervisor their requests for Winter vacation no later than October 1st and for Summer vacation no later than April 1st.

## ARTICLE XIX

### OVERTIME

19.1 In order to meet the demands of work, employees may be required to work in excess of the hours of work designated as the normal work week for their class title. Any employee who is authorized to work beyond the normal work week for his class title shall be compensated in the manner prescribed by the overtime regulations.

19.2 Each hour actually worked in excess of forty (40) hours during any work week, and each hour worked on Saturday or a holiday, shall be paid for at time and one half of employee's regular rate. Each hour actually worked on Sunday shall be paid for at double time the employee's regular rate. Each hour actually worked on a holiday shall be paid for at time and one half of the employee's regular rate, and this shall be in addition to the holiday pay for the holiday. Except as to the requirement for the payment of time and one half the employee's regular rate when an employee works in excess of forty (40) hours in any work week the provisions of this paragraph shall not apply to the Chief Fire and Ambulance Dispatchers, Fire and Ambulance Dispatchers, Police Radio Dispatchers, and Communications Operators, or to any employee whose regular schedule provides for work on a Saturday, Sunday or holiday.

19.3 If an employee, after having completed a regular tour of duty, is "called back" to duty, the employee shall receive as compensation for such additional services either (a) an amount equal to the number of hours actually worked on the "call back" multiplied by the time and one half the normal rate of pay, or (b) an amount equal to four (4) hours multiplied by the normal rate of pay, whichever is higher.

19.4 An employee may take compensation for overtime either in payment or CTO time at the option of the employee.

19.5 When possible, overtime shall normally be distributed by seniority within classification; however, this refers only to persons "called in" for overtime, and not for week contiguous to the regular shift. For example, seniority will generally be used for emergencies, work on days off, and on weekends. The Borough retains the right to utilize employees who have special skills, if necessary, regardless of seniority.

## **ARTICLE XX**

### **SAFETY COMMITTEE**

20.1 There is hereby created a safety committee consisting of three (3) employees of the bargaining unit who shall be selected by the Shop Steward and may include the Shop Steward and three (3) persons employed by the Borough who shall be selected by the Borough Administrator. This committee shall meet from time to time when a request for such meeting is received from three (3) of the members.

20.2 The committee shall discuss matters of safety as it pertains to Borough operations and procedures and shall be entitled to bring its comments and recommendations to the governing body of the Borough for the latter's consideration.

## **ARTICLE XXI**

### **MISCELLANEOUS PROVISIONS**

#### 21.1 Uniform and Work Boots Allotment

Once a year, and at the same time that uniform allowances are paid to police employees, the Borough shall provide an annual uniform purchase and maintenance allowance of \$450.00 to employees in the Public Works, Sewer, Building Maintenance, Parks, Recycling, Communications and General Services Departments. Employees must supply receipts, equaling \$450.00 for uniform purchase and maintenance or a form 1099 will be issued.

In a case where the employee can establish that the \$160.00 of the annual allowance has been exhausted for the purchase of work boots by showing purchase receipts totaling that amount, and where the employee suffers irreparable damage to such boots, which was not caused by employee negligence, the Borough will pay for the cost of replacement of the item. If the employee has not expended the amount of the allowance, then, the Borough will not pay for the cost of replacement and the employee must expend the balance of the allowance for the replacement.

Eligibility for receipt of the foregoing benefits is contingent up the employee being in active, good standing employment status. Employees on terminal leave or having retired by the date of payment under this provision is made shall not be eligible for receipt of payment regardless of when the employee may have incurred the uniform and/or work boot expense.

Employees scheduled to retire after the annual payment for uniform allowance and within the year will receive a prorated amount depending upon the circumstances and condition of the employees uniform and boots at the time the employee notifies the Borough of their intent to retire.

#### 21.2 Safety Glasses



Where appropriate, the Borough shall provide employees with safety glasses which shall be replaced when needed.

21.3 Coffee Breaks

The Borough shall provide a coffee break of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon of each work day, for employees other than the Public Safety Telecommunicators.

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**RESOLUTION**  
**BOROUGH OF FORT LEE**  
**BERGEN COUNTY, NJ**

COUNCIL	Motion	Second	Yes	No	Abstain	Absent
Pohan						✓
Sohmer						
Goldberg		✓				
Sargenti						
Kasofsky						
Corvior	✓					

DATE May 13, 2010

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**A RESOLUTION ADOPTING THE MEMORANDUM OF AGREEMENT BETWEEN  
THE BOROUGH OF FORT LEE AND THE UNITED SERVICE WORKER'S  
UNION—BLUE COLLAR, WHITE COLLAR AND DEPARTMENT  
HEADS COLLECTIVE NEGOTIATION UNITS**

WHEREAS, the Borough and the United Service Worker's Union ("USW") (the exclusive representative of the Blue Collar, White Collar and Department Heads Collective Negotiations Units in the Borough) were parties to a collective negotiations agreement ("CNA") that expired on December 31, 2009; and

WHEREAS, the Borough and the USW have been engaged in good faith collective negotiations for the purpose of reaching an agreement on the terms and conditions of employment for a successor CNA; and

WHEREAS, the Borough and the USW have reached an agreement on modifying and creating new terms and conditions of employment for the parties, subject to approval by the Mayor and Council of the Borough; and

WHEREAS, the negotiating committees for the Borough and the USW unanimously agree to recommend ratification and approval;

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and the Council of the Borough of Fort Lee as follows:

The Borough of Fort Lee hereby adopts the Memorandum of Agreement and any exhibits attached thereto. All relevant documents are attached to this Resolution.

The Term of the Agreement shall be for a period of four (3) years from January 1, 2010 through December 31, 2012.

**MEMORANDUM OF AGREEMENT****Between****THE BOROUGH OF FORT LEE****And The****UNITED SERVICE WORKER'S UNION -  
BLUE COLLAR, WHITE COLLAR AND DEPARTMENT HEADS  
COLLECTIVE NEGOTIATING UNITS**

This Memorandum of Agreement ("Agreement") incorporates the full, final and complete Agreement between The Borough of Fort Lee ("Borough") and the United Service Worker's Union - Blue Collar, White Collar and Department Heads Collective Negotiations Units (Collectively "USW", except as noted), through their respective representatives, and incorporates the terms and conditions of employment set forth below, which shall be retroactive, except as noted, to January 1, 2010 and shall conclude on December 31, 2012. The parties acknowledge that this Agreement shall modify certain Articles and provisions of the parties' existing Collective Negotiations Agreements ("CNA") which expired on December 31, 2009 (Collectively the "Agreements", except as noted).

It is understood and agreed that there shall be no changes in the existing terms and conditions of employment between the parties unless specified below:

**I. DURATION**

The duration of the Agreements shall be for a three (3) year period from January 1, 2010 through December 31, 2012.

**II. SALARY INCREASES**

a. The parties agree to the following salary increases, which shall be across the board, for all Negotiations unit employees:

- i. 1/1/2010 - 2% increase
- ii. 1/1/2011 - 2% increase
- iii. 1/1/2012 - 2% increase      - 7/1/2012 - 1% additional increase

**III. BENEFIT PLAN AMENDMENTS**

a. The parties also agree to the following Health Benefit Plan Amendments:

- i. For the period of 1/1/2010 - 12/31/2012:

1. Employees will be provided with the Direct Access Plan option for individuals, couples, and families (as applicable);
2. The Traditional Plan will still be available, however, the extra cost difference between the Traditional Plan and the Direct Access Plan must be paid solely by the employees through payroll deduction;
3. Employees who choose to opt-out of the Borough's Health Insurance, in writing, will be paid an amount equal to half or 50% of the Direct Access premium for individual coverage.

#### IV. DEPARTMENT HEAD UNIT - ONE TIME PAYMENT

For the Department Heads Negotiations Unit only, the Department Heads will be paid a one-time lump sum payment of \$1000.00 (not to be added to base salary) in settlement of all pending claims.

#### V. OTHER AGREEMENTS

The parties agree that all mutually agreed terms of the parties existing Collective Negotiations Agreements, which have been previously negotiated by the parties, and which are not specifically modified in this agreement, shall be given full force and effect upon the ratification of this Agreement and are incorporated by reference. All other claims for compensation and outstanding grievances are deemed merged into this Agreement.

#### VI. ADDITIONAL TERMS:

- a. This Agreement represents the complete and final agreement of the parties for the duration set forth above. The parties expressly agree to abide by the terms and conditions of this Agreement. All parties agree that there are no other representations, agreements or understandings, either written or oral and no other modifications to the terms and conditions of employment, except those clearly listed above;
- b. Additionally, the parties understand and agree that the waiver of any event of breach of this Agreement, by any party, shall not justify or excuse any further or continued breach of this Agreement;
- c. The parties also understand and agree that this Agreement was negotiated by the parties, freely, voluntarily and at arms-length. Each party was assisted in negotiations by a representative of its own choosing. Each party consulted with legal counsel of its own choice, prior to executing this Agreement. Thus, no provision of this Agreement shall be construed against a party based upon the fact that that party advanced the concept or drafted that text of the resulting provision;

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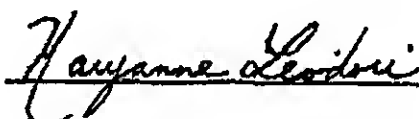
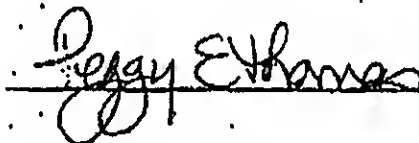

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UNITED SERVICE WORKER

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- d. It is further understood and agreed that this Agreement may not be supplemented, altered, modified or amended except in a dated writing, executed by the authorized representatives of the Borough and the USW;
- e. Finally, it is expressly understood and agreed to by and between the parties that the within Agreement is expressly subject to and conditioned upon the ratification by the USW Negotiation Units and the Borough's Governing Body. USW represents that its memberships have ratified the terms and conditions of this Agreement. The Borough's representatives shall then present this Agreement to the Mayor and Council for consideration of its ratification.
- f. All other contractual terms not altered herein shall remain in effect.

UNITED SERVICE WORKER'S UNION BOROUGH OF FORT LEE

BLUE COLLAR, WHITE  
COLLAR, AND DEPARTMENT HEADS  
COLLECTIVE NEGOTIATING  
UNITS

DATED: March 9, 2010

DATED: <sup>April</sup> March 23, 2010

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3/16/2010

TOTAL P.03

# SCHEDULE A

## BLUE COLLAR UNIT

### 2010 - 2012 TITLES FOR PRESENT EMPLOYEES

<u>GRADE</u>	<u>TITLE</u>
17	.....Heavy Equipment Operator/Supervisor of Special Projects
17	.....Supervising Mechanic
17	.....Roads Superintendent
17	.....Senior Maintenance Repair Electrician
16	.....Supervisor of Sewers
15	.....Supervisor of Buildings and Grounds
15	.....Senior Pump Station Attendant
15	.....Supervisor of Sewer Maintenance
15	.....Fire Signal System Repairer/Police Signal System Repairer
14	.....Communications Technician
14	.....Carpenter
14	.....Maintenance Repairer
14	.....Maintenance Repairer Carpenter
13	.....Heavy Equipment Operator
13	.....Mechanic
12	.....Motor Broom Driver
12	.....Senior Park Maintenance Worker
12X	.....Public Works Inspector
10	.....Truck Driver
10	.....Park Maintenance Worker
10	.....Pump Station Attendant
9	.....Laborer
9	.....Communications Operator
9	.....Fire and Ambulance Dispatcher
7	.....Radio Dispatcher
6	.....Building Maintenance Worker
5	.....Sanitation Worker

Together with all present or future titles which are considered to be Blue Collar titles when there comes a time for promotion into a title which does not exist on the schedule, the parties should agree upon a grade into which the title should be placed and the person should be paid accordingly once the blue collar salary ordinance is appropriately amended to reflect such change.

EMPLOYEES HIRED BEFORE 1998  
SCHEDULE A-1  
BLUE COLLAR SALARY PLAN  
JANUARY 1, 2010 - DECEMBER 31, 2010

GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
								1.02
5	45,119	46,653	48,182	49,709	51,243	52,779	55,077	
6	46,834	48,646	50,461	52,410	54,362	57,078	60,599	
7	48,609	50,493	52,382	54,407	56,057	59,557	62,941	
8	50,460	52,410	54,362	56,467	58,577	60,805	63,948	
9	53,084	54,407	56,428	58,614	60,798	63,108	66,371	
10	54,212	56,467	58,577	60,844	62,957	64,682	67,206	
11	56,428	58,614	60,798	64,398	67,853	70,632	74,328	
12	58,576	60,844	63,108	66,848	70,584	73,316	77,138	
13	60,798	63,153	65,516	69,392	73,271	75,960	79,790	
14	63,106	65,554	68,368	72,021	76,044	78,989	83,120	
15	65,518	68,053	70,392	74,761	77,543	79,044	85,566	
16	67,996	70,632	73,271	76,105	78,938	81,996	86,278	
17	70,584	73,928	77,076	80,607	83,943	87,282	91,924	

EMPLOYEES HIRED BEFORE 1998  
SCHEDULE A-2  
BLUE COLLAR SALARY PLAN  
JANUARY 1, 2011 - DECEMBER 31, 2011

GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
								1.02
5	46,021	47,586	49,145	50,703	52,268	53,834	56,178	
6	47,771	49,619	51,471	53,458	55,449	58,220	61,811	
7	49,581	51,503	53,430	55,495	57,178	60,748	64,200	
8	51,470	53,458	55,449	57,597	59,748	62,021	65,227	
9	54,146	55,495	57,557	59,787	62,014	64,371	67,699	
10	55,296	57,597	59,748	62,061	64,217	65,976	68,550	
11	57,557	59,787	62,014	65,686	69,211	72,045	75,815	
12	59,747	62,061	64,371	68,185	71,996	74,782	78,680	
13	62,014	64,416	66,826	70,779	74,736	77,480	81,385	
14	64,369	66,865	69,735	73,462	77,565	80,569	84,782	
15	66,828	69,414	71,800	76,256	79,094	80,625	87,277	
16	69,356	72,045	74,736	77,627	80,517	83,636	88,003	
17	71,996	75,406	78,618	82,219	85,622	89,028	93,763	



EMPLOYEES HIRED BEFORE 1998  
SCHEDULE A-3  
BLUE COLLAR SALARY PLAN  
JANUARY 1, 2012 - JUNE 30, 2012

GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
								1.02
5	46,941	48,538	50,128	51,717	53,313	54,911	57,302	
6	48,726	50,611	52,500	54,527	56,558	59,384	63,047	
7	50,573	52,533	54,498	56,605	58,322	61,963	65,484	
8	52,499	54,527	56,558	58,748	60,943	63,262	66,531	
9	55,228	56,605	58,708	60,982	63,254	65,658	69,053	
10	56,402	58,748	60,943	63,302	65,501	67,295	69,921	
11	58,708	60,982	63,254	66,999	70,595	73,485	77,331	
12	60,942	63,302	65,658	69,548	73,436	76,278	80,254	
13	63,254	65,705	68,162	72,195	76,231	79,029	83,013	
14	65,656	68,203	71,130	74,931	79,116	82,180	86,478	
15	68,165	70,803	73,236	77,781	80,676	82,237	89,023	
16	70,743	73,485	76,231	79,180	82,127	85,308	89,763	
17	73,436	76,914	80,190	83,863	87,334	90,809	95,638	

EMPLOYEES HIRED BEFORE 1998  
SCHEDULE A-4  
BLUE COLLAR SALARY PLAN  
JULY 1, 2012 - DECEMBER 31, 2012

	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
								1.01
5	47,411	49,023	50,630	52,234	53,846	55,460	57,875	
6	49,214	51,117	53,025	55,072	57,124	59,978	63,678	
7	51,079	53,058	55,043	57,171	58,905	62,583	66,139	
8	53,024	55,072	57,124	59,336	61,552	63,894	67,197	
9	55,781	57,171	59,295	61,592	63,887	66,315	69,743	
10	56,966	59,336	61,552	63,935	66,156	67,968	70,620	
11	59,295	61,592	63,887	67,669	71,301	74,220	78,105	
12	61,551	63,935	66,315	70,244	74,170	77,040	81,056	
13	63,887	66,362	68,844	72,917	76,993	79,820	83,843	
14	66,312	68,885	71,841	75,680	79,907	83,002	87,343	
15	68,846	71,511	73,968	78,559	81,483	83,060	89,913	
16	71,451	74,220	76,993	79,972	82,948	86,161	90,661	
17	74,170	77,683	80,992	84,702	88,208	91,717	96,595	

EMPLOYEES HIRED AFTER 1998  
SCHEDULE A-5  
BLUE COLLAR SALARY PLAN  
JANUARY 1, 2010 - DECEMBER 31, 2010

GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
								<b>1.02</b>
<b>5</b>	31,517	35,145	38,773	42,401	46,030	49,658	53,286	
<b>6</b>	33,380	37,916	42,453	46,991	51,528	56,065	60,602	
<b>7</b>	35,242	39,859	44,476	49,094	53,711	58,328	62,945	
<b>8</b>	37,105	41,577	46,050	50,523	54,995	59,468	63,941	
<b>9</b>	38,966	43,534	48,101	52,668	57,235	61,802	66,369	
<b>10</b>	40,686	45,105	49,526	53,946	58,366	62,786	67,207	
<b>11</b>	42,404	47,725	53,044	58,363	63,684	69,003	74,323	
<b>12</b>	44,112	49,617	55,122	60,627	66,132	71,637	77,141	
<b>13</b>	45,844	51,503	57,162	62,821	68,480	74,139	79,798	
<b>14</b>	47,562	53,488	59,413	65,338	71,263	77,189	83,115	
<b>15</b>	49,282	55,330	61,376	67,424	73,472	79,518	85,566	
<b>16</b>	51,000	56,879	62,758	68,637	74,515	80,394	86,273	
<b>17</b>	52,719	59,291	65,862	72,434	79,006	85,578	92,149	

EMPLOYEES HIRED AFTER 1998  
SCHEDULE A-6  
BLUE COLLAR SALARY PLAN  
JANUARY 1, 2011 - DECEMBER 31, 2011

GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
5	32,147	35,848	39,549	43,249	46,950	50,651	54,352	1.02
6	34,047	38,675	43,302	47,931	52,559	57,187	61,814	
7	35,947	40,656	45,366	50,075	54,785	59,494	64,204	
8	37,847	42,409	46,971	51,533	56,095	60,657	65,220	
9	39,745	44,404	49,063	53,721	58,380	63,038	67,697	
10	41,499	46,008	50,517	55,025	59,534	64,042	68,551	
11	43,253	48,679	54,105	59,531	64,957	70,383	75,810	
12	44,994	50,609	56,224	61,839	67,454	73,069	78,683	
13	46,761	52,533	58,305	64,077	69,849	75,621	81,394	
14	48,513	54,558	60,601	66,645	72,689	78,732	84,777	
15	50,268	56,436	62,604	68,773	74,941	81,109	87,277	
16	52,020	58,017	64,013	70,010	76,005	82,002	87,998	
17	53,773	60,476	67,180	73,883	80,586	87,290	93,992	

EMPLOYEES HIRED AFTER 1998  
SCHEDULE A-7  
BLUE COLLAR SALARY PLAN  
JANUARY 1, 2012 - JUNE 30, 2012

GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
								1.02
5	32,790	36,565	40,340	44,114	47,889	51,664	55,439	
6	34,728	39,448	44,169	48,890	53,610	58,330	63,051	
7	36,666	41,469	46,273	51,077	55,881	60,684	65,488	
8	38,604	43,257	47,910	52,564	57,217	61,871	66,524	
9	40,540	45,292	50,044	54,795	59,548	64,299	69,051	
10	42,329	46,928	51,527	56,125	60,724	65,323	69,922	
11	44,118	49,653	55,187	60,721	66,257	71,791	77,326	
12	45,894	51,621	57,349	63,076	68,803	74,531	80,257	
13	47,696	53,584	59,471	65,359	71,246	77,134	83,021	
14	49,483	55,649	61,813	67,978	74,142	80,307	86,473	
15	51,273	57,565	63,856	70,148	76,440	82,731	89,023	
16	53,060	59,177	65,293	71,410	77,525	83,642	89,758	
17	54,849	61,686	68,523	75,361	82,198	89,035	95,872	

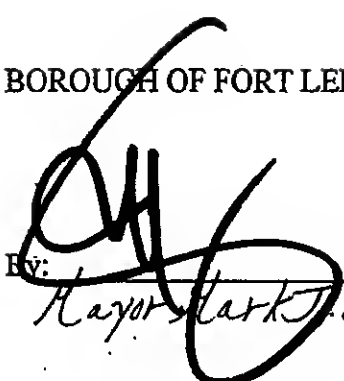
EMPLOYEES HIRED AFTER 1998  
SCHEDULE A-8  
BLUE COLLAR SALARY PLAN  
JULY 1, 2012 - DECEMBER 31, 2012

GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
								1.01
5	33,118	36,931	40,743	44,556	48,368	52,180	55,993	
6	35,075	39,843	44,610	49,379	54,146	58,914	63,681	
7	37,032	41,884	46,736	51,588	56,440	61,291	66,143	
8	38,990	43,690	48,389	53,089	57,789	62,489	67,189	
9	40,946	45,745	50,545	55,343	60,143	64,942	69,741	
10	42,753	47,397	52,042	56,686	61,332	65,976	70,621	
11	44,559	50,149	55,739	61,328	66,919	72,509	78,099	
12	46,353	52,138	57,922	63,707	69,491	75,276	81,060	
13	48,173	54,119	60,066	66,012	71,959	77,905	83,852	
14	49,978	56,205	62,431	68,658	74,884	81,110	87,337	
15	51,786	58,141	64,495	70,849	77,204	83,558	89,913	
16	53,591	59,769	65,946	72,124	78,301	84,479	90,656	
17	55,397	62,303	69,208	76,114	83,020	89,926	96,830	

SIGNATURE PAGE

BOROUGH OF FORT LEE

By:

  
Mayor Mark J. Sokolich

ATTEST:

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UNITED SERVICE WORKER'S UNION,  
LOCAL IN, IUJAT  
(BLUE COLLAR)

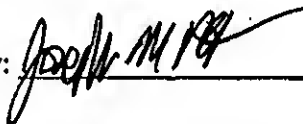
By:



By:



By:



ATTEST: